IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED
MAY 20 2009
Phil Lombardi, Clerk
U.S. DISTRICT COURT

UNITED STATES OF AMERICA, on behalf of the Secretary of Housing and Urban Development,

Plaintiff,

v.

1) THE UNKNOWN HEIRS, EXECUTORS, ADMINISTRATORS, DEVISEES, TRUSTEES, SUCCESSORS AND ASSIGNS OF LUCILLE KNIGHT AKA LUCILE B. KNIGHT AKA LUCILE BORDERS KNIGHT, DECEASED;
2) KIRK KNIGHT;
3) STATE OF OKLAHOMA ex rel. OKLAHOMA TAX COMMISSION;
4) COUNTY TREASURER, Tulsa County, Oklahoma;
5) BOARD OF COUNTY COMMISSIONERS, Tulsa County, Oklahoma,

Defendants.

CASE NO. 09 CV - 298 TCK PJC

COMPLAINT

The United States of America, on behalf of the Secretary of Housing and Urban Development, by David E. O'Meilia, United States Attorney for the Northern District of Oklahoma, through Phil Pinnell, Assistant United States Attorney, files its Complaint against Defendants, The Unknown Heirs, Executors, Administrators, Devisees, Trustees, Successors and Assigns of Lucille Knight aka Lucile B. Knight aka Lucile Borders Knight, Deceased; Kirk Knight; State of Oklahoma *ex rel.* Oklahoma Tax Commission; County Treasurer, Tulsa County, Oklahoma; and Board of County Commissioners, Tulsa County, Oklahoma.

Fees

1. This Court has jurisdiction by virtue of 28 U.S.C. Section 1345.

2. This is an action for an *in rem* judgment and foreclosure of a mortgage on real property located within the Northern District of Oklahoma, for judicial determination of death and judicial determination of heirs. The addresses of the Defendants are as follows:

The Unknown Heirs, Executors, Administrators,
Devisees, Trustees, Successors and Assigns of
Lucille Knight aka Lucile B. Knight
aka Lucile Borders Knight, Deceased
Addresses Unknown

Kirk Knight
6310 East 4th Terrace
Tulsa, OK 74112

State of Oklahoma ex rel.
Oklahoma Tax Commission
120 North Robinson, Suite 2000W
Oklahoma City, OK 73102-7801

County Treasurer
J. Dennis Semler
Tulsa County Courthouse
Tulsa, OK 74103

Board of County Commissioners
Earlene Wilson, County Clerk
Tulsa County Courthouse
Tulsa, OK 74103

3. Ilus E. Knight and Lucille Knight aka Lucile B. Knight aka Lucile Borders Knight (hereinafter referred to by any of these names) became the record owners of the real property involved in this action by virtue of that certain General Warranty Deed dated November 7, 1949, from James A.C. Wilson and Roxye O. Wilson, husband and wife, to Ilus E. Knight and Lucille Knight, husband and wife, as joint tenants, not as tenants in common, the whole

to the survivor, which General Warranty Deed was filed of record on November 9, 1949 in Book 2033, Page 548, in the records of the County Clerk of Tulsa County, Oklahoma.

4. On October 25, 1972, Lucile B. Knight and Ilus E. Knight were granted a divorce as is evidenced by the Decree of Divorce filed on October 25, 1972 in the District Court, Tulsa County, State of Oklahoma. Lucile B. Knight was awarded the subject real property involved in this action.

5. On October 31, 1972, Ilus E. Knight executed a Quit-Claim Deed conveying all his interest in the subject real property involved in this action to Lucile B. Knight. Said Deed was recorded on November 14, 1972 in Book 4043, Page 930 in the records of Tulsa County, Oklahoma.

6. On January 29, 1998, Lucile B. Knight executed and delivered to the United States of America, acting on behalf of Unity Mortgage Corp., her Adjustable Rate Note (Home Equity Conversion). A copy of this note is attached as Exhibit "A" and incorporated.

7. As security for the payment of the above-described note, Lucile B. Knight, single, executed and delivered to Unity Mortgage Corp., an Adjustable Rate Home Equity Conversion Mortgage dated January 29, 1998, covering the following described property, situated in the State of Oklahoma, Tulsa County:

> LOT EIGHT (8), BLOCK FIVE (5), SHERIDAN HEIGHTS ADDITION TO TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

This mortgage was recorded on February 6, 1998, in Book 6008, Page 1184, in the records of Tulsa County, Oklahoma. A copy is attached as Exhibit "B" and incorporated.

8. On October 6, 2004, Unity Mortgage Corp. assigned the above-described note and mortgage to Financial Freedom Senior Funding Corporation. This Assignment of Mortgage was recorded on December 20, 2004 as Document # 2004151014 in the records of Tulsa County, Oklahoma. A copy of this assignment is attached as Exhibit "C" and incorporated.

9. On January 19, 2006, Financial Freedom Senior Funding Corporation assigned the above-described note and mortgage to the Secretary of Housing and Urban Development. This Corporation Assignment of Mortgage was recorded on May 1, 2006 as Document # 2006048396 in the records of Tulsa County, Oklahoma. A copy of this assignment is attached as Exhibit "D" and incorporated.

10. Lucile Borders Knight died on February 7, 2007 in the City of Tulsa, County of Tulsa, State of Oklahoma. Upon the death of Lucile Borders Knight, the subject property vested in her surviving heirs by operation of law. A copy of Certificate of Death No. 003825 issued by the Oklahoma State Department of Health certifying Lucile Borders Knight's death is attached as Exhibit "E" and incorporated.

11. Under the terms of the note and mortgage, the lender may require immediate payment in full of all sums secured by the mortgage if a borrower dies and the property is not the principal residence of at least one surviving borrower. Since Lucile Borders Knight died on February 7, 2007, Plaintiff is entitled to declare the balance due and payable immediately in its entirety and, pursuant thereto, Plaintiff has elected to declare the balance due and payable. Plaintiff alleges that there is now due and owing under the note and mortgage the principal sum of $29,693.15, plus administrative charges in the amount of $4,020.00, plus

unpaid fee advances in the amount of $3,433.44, plus accrued interest in the amount of $22,768.95 as of March 19, 2009, plus interest accruing thereafter at the adjustable rate of 1.63 percent per annum or $3.50 per day as of March 19, 2009 until judgment, plus interest thereafter at the legal rate until fully paid.

12. In view of the death of Lucile Borders Knight, Plaintiff is entitled to have foreclosure of its home equity conversion mortgage on the above-described real property and to have the premises sold to satisfy said note and mortgage, plus any additional sums advanced or to be advanced or expended during this foreclosure action by Plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property, plus the costs of this action.

13. The Defendants, The Unknown Heirs, Executors, Administrators, Devisees, Trustees, Successors and Assigns of Lucille Knight aka Lucile B. Knight aka Lucile Borders Knight, Deceased, may claim some right, title, or interest in the property being foreclosed by virtue of being possible heirs of Lucille Knight aka Lucile B. Knight aka Lucile Borders Knight. Any claim based upon said heirship is subsequent, junior, and inferior to the Plaintiff's lien upon the subject property. These Defendants should be required to appear and assert any right, title, or interest which they have, or claim to have, in the subject property or be forever barred.

14. The Defendant, Kirk Knight, may claim some right, title, or interest in the property being foreclosed by virtue of being the son and heir of Lucille Knight aka Lucile B. Knight aka Lucile Borders Knight. Any claim based upon said heirship is subsequent, junior,

and inferior to the Plaintiff's lien upon the subject property. This Defendant should be required to appear and assert any right, title, or interest which he has, or claims to have, in the subject property or be forever barred.

15. The Defendant, State of Oklahoma ex rel. Oklahoma Tax Commission, may claim some right, title, or interest in the property being foreclosed by virtue of estate taxes. Any claim based upon said taxes is subsequent, junior, and inferior to the Plaintiff's lien upon the subject property. This Defendant should be required to appear and assert any right, title, or interest which it has, or claims to have, in the subject property or be forever barred.

16. The Defendants, County Treasurer, Tulsa County, Oklahoma, and Board of County Commissioners, Tulsa County, Oklahoma, may claim some right, title, or interest in the property being foreclosed by virtue of real estate and/or personal property taxes which are or may become a lien against the real estate being foreclosed. These Defendants should be required to appear and set forth any right, title, or interest which they have, or claim to have, in the subject property or be forever barred.

17. Pursuant to 12 U.S.C. 1710(1) there shall be no right of redemption (including in all instances any right to possession based upon any right of redemption) in the mortgagor or any other person subsequent to the foreclosure sale.

WHEREFORE, Plaintiff prays for an *in rem* judgment against all named and unnamed Defendants in the principal amount of $29,693.15, plus administrative charges in the amount of $4,020.00, plus other unpaid fee advances in the amount of $3,433.44, plus accrued interest in the amount of $22,768.95 as of March 19, 2009, plus interest accruing thereafter at the adjustable rate of 1.63 percent per annum or $3.50 per day as of March 19, 2009 until judgment, plus interest thereafter at the legal rate until fully paid, plus any additional sums advanced or to be advanced or expended during this foreclosure action by the Plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property, including the costs of this action and any other advances. Plaintiff further prays that the death of Lucille Knight aka Lucile B. Knight aka Lucile Borders Knight be judicially determined and that the heirs of Lucille Knight aka Lucile B. Knight aka Lucile Borders Knight be judicially determined. Plaintiff further prays for a judgment of foreclosure against the Defendants decreeing the mortgage sued upon to be a valid, sustaining first lien upon the real estate described therein for the full amount of the judgment, for an order directing the sale, according to Plaintiff's election with or without appraisement, of the property to satisfy the indebtedness secured thereby, with absolutely no right of redemption in any person or entity subsequent to such sale, and for a decree forever barring the Defendants from any right, title, equity or interest in the property adverse to the title of the purchaser at the sale, and for any additional relief to which Plaintiff may be entitled.

UNITED STATES OF AMERICA

DAVID E. O'MEILIA
United States Attorney

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Assistant United States Attorney
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Tulsa, Oklahoma 74119-1013
(918) 382-2700
phil.pinnell@usdoj.gov

ADJUSTABLE RATE NOTE
(HOME EQUITY CONVERSION)

FHA Case No. [redacted]

JANUARY 29 , 1998

6310 EAST 4TH TERRACE, TULSA, OKLAHOMA 74112
[Property Address]

1. DEFINITIONS

"Borrower" means each person signing at the end of this Note. "Lender" means UNITY MORTGAGE CORP.

and its successors and assigns. "Secretary" means the Secretary of Housing and Urban Development or his or her authorized representatives.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for amounts to be advanced by Lender to or for the benefit of Borrower under the terms of a Home Equity Conversion Loan Agreement dated JANUARY 29, 1998 ("Loan Agreement"), Borrower promises to pay to the order of Lender a principal amount equal to the sum of all Loan Advances made under the Loan Agreement with interest. All amounts advanced by Lender, plus interest, if not paid earlier, are due and payable on OCTOBER 19 , 2067 . Interest will be charged on unpaid principal at the rate of SIX AND 420/1000 percent (6.4200 %) per year until the full amount of principal has been paid. The interest rate may change in accordance with Paragraph 5 of this Note. Accrued interest shall be added to the principal balance as a Loan Advance at the end of each month.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." That Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall pay all outstanding principal and accrued interest to Lender upon receipt of a notice by Lender requiring immediate payment in full, as provided in Paragraph 7 of this Note.

(B) Place

Payment shall be made at UNITY MORTGAGE CORP., 600 EMBASSY ROW, 6600 PEACHTREE DUNWOODY RD, #600, ATLANTA, GEORGIA 30328 , or any such other place as Lender may designate in writing by notice to Borrower.

(C) Limitation of Liability

Borrower shall have no personal liability for payment of the debt. Lender shall enforce the debt only through sale of the Property covered by the Security Instrument ("Property"). If this Note is assigned to the Secretary, the Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

5. INTEREST RATE CHANGES

(A) Change Date

The interest rate may change on the first day of MARCH, 1998 , and on ☐ that day of each succeeding year ☒ the first day of each succeeding month. "Change Date" means each date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary. Lender will give Borrower notice of the new Index.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of ONE AND 200/1000 percentage points (1.20000 %) to the Current Index. Subject to the limits stated in Paragraph 5(D) of this Note, this amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

☐ The interest rate will never increase or decrease by more than two percentage points (2.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in Paragraph 2 of this Note.

☒ The interest rate will never increase above SIXTEEN AND 420/1000 percent (16.42000 %).

(E) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate. The notice must be given at least 25 days before the new interest rate takes effect, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the Current Index and the date it was published, (vi) the method of calculating the adjusted interest rate, and (vii) any other information which may be required by law from time to time.

LK

EXHIBIT A

(F) Effective Date of Changes

A new interest rate calculated in accordance with paragraphs 5(C) and 5(D) of this Note will become effective on the Change Date, unless the Change Date occurs less than 25 days after Lender has given the required notice. If the interest rate calculated in accordance with Paragraphs 5(C) and 5(D) of this Note decreased, but Lender failed to give timely notice of the decrease and applied a higher rate than the rate which should have been stated in a timely notice, then Lender shall recalculate the principal balance owed under this Note so it does not reflect any excessive interest.

6. BORROWER'S RIGHT TO PREPAY

A Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty. Any amount of debt prepaid will first be applied to reduce the principal balance of the Second Note described in Paragraph 11 of this Note and then to reduce the principal balance of this Note.

All prepayments of the principal balance shall be applied by Lender as follows:

First, to that portion of the principal balance representing aggregate payments for mortgage insurance premiums;

Second, to that portion of the principal balance representing aggregate payments for servicing fees;

Third, to that portion of the principal balance representing accrued interest due under the Note; and

Fourth, to the remaining portion of the principal balance. A Borrower may specify whether a prepayment is to be credited to that portion of the principal balance representing monthly payments or the line of credit. If Borrower does not designate which portion of the principal balance is to be prepaid, Lender shall apply any partial prepayments to an existing line of credit or create a new line of credit.

7. IMMEDIATE PAYMENT IN FULL

(A) Death or Sale

Lender may require immediate payment in full of all outstanding principal and accrued interest if:

(i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower, or

(ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property).

(B) Other Grounds

Lender may require immediate payment in full of all outstanding principal and accrued interest, upon approval by an authorized representative of the Secretary, if:

(i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower;

(ii) For a period of longer than 12 consecutive months, a Borrower fails to physically occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or

(iii) An obligation of the Borrower under the Security Instrument is not performed.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full as described above, the debt enforced through sale of the Property may include costs and expenses, including reasonable and customary attorneys' fees, associated with enforcement of this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

(D) Trusts

Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph.

8. WAIVERS

Borrower waives the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

9. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the Property Address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note only through sale of the Property.

11. RELATIONSHIP TO SECOND NOTE

(A) Second Note

Because Borrower will be required to repay amounts which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to grant a Second Note to the Secretary.

(B) Relationship of Secretary Payments to this Note

Payments made by the Secretary shall not be included in the debt due under this Note unless:

(i) This Note is assigned to the Secretary; or

(ii) The Secretary accepts reimbursements by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, shall be included in the debt.

EXHIBIT A

LK ______ ______

(C) Effect on Borrower

Where there is no assignment or reimbursement as described in (B)(i) or (ii), and the Secretary makes payments to Borrower, then Borrower shall not:

(i) Be required to pay amounts owed under this Note until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note held by the Secretary, notwithstanding anything to the contrary in Paragraph 7 of this Note; or

(ii) Be obligated to pay interest or shared appreciation under this Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance of this Note, notwithstanding anything to the contrary in Paragraphs 2 or 5 of this Note or any Allonge to this Note.

12. SHARED APPRECIATION

If Borrower has executed a Shared Appreciation Allonge, the covenants of the Allonge shall be incorporated into and supplement the covenants of this Note as if the Allonge were a part of this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

Lucile B. Knight (Seal)
LUCILE B. KNIGHT -Borrower

Pay To the Order of

____________________ (Seal)
-Borrower

WITHOUT RECOURSE
UNITY MORTGAGE CORP.
[signature]
Sharon Langley, V.P.

All rights, title and interest of the undersigned to the within credit instrument is hereby assigned to the secretary of Housing and Urban Development of Washington, D.C., his/her successors and assigns.
Financial Freedom Senior Funding Corporation
[signature]
Vice President

EXHIBIT A

TULSA COUNTY CLERK - JOAN HASTINGS RCPT 265655 02/06/98 14:56:51
DOC # 98012123 FEE 22.00 PGS 8 B/P 6008/1184-1191

2

L# 64773

6008 1184

RECORD AND RETURN TO:
UNITY MORTGAGE CORP.
600 EMBASSY ROW, 6600 PEACHTREE DUNWOODY RD #600
ATLANTA, GEORGIA 30328

Guaranty Abstract Company
P. O. BOX 3048
TULSA, OKLAHOMA 74101

[Space Above This Line For Recording Data]

State of Oklahoma FHA Case No. [redacted]

ADJUSTABLE RATE
HOME EQUITY CONVERSION MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JANUARY 29, 1998. The mortgagor is LUCILE B. KNIGHT, SINGLE

COUNTY CLERK TULSA COUNTY OKLAHOMA

7430
5.00
pd

whose address is 6310 EAST 4TH TERRACE, TULSA, OKLAHOMA 74112, ("Borrower"). This Security Instrument is given to UNITY MORTGAGE CORP., which is organized and existing under the laws of THE STATE OF GEORGIA, and whose address is 600 EMBASSY ROW, 6600 PEACHTREE DUNWOODY RD #600, ATLANTA, GEORGIA 30328 ("Lender"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at a rate subject to adjustment, and all renewals, extensions and modifications of the Note, up to a maximum principal amount of SEVENTY FOUR THOUSAND TWO HUNDRED FIFTY AND 00/100 -- (U.S. $ 74,250.00); (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including amounts described in (a), (b), and (c) above, if not paid earlier, is due and payable on OCTOBER 19, 2067. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in TULSA County, Oklahoma:

22.00

EXHIBIT B

LK

Filed by GUARANTY ABSTRACT COMPANY and returned to RWGE-1134668

(1A) 727674

6008 1185

LOT EIGHT(8), BLOCK FIVE(5), SHERIDAN HEIGHTS ADDITION TO TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF

which has the address of **6310 EAST 4TH TERRACE** [Street] ,
TULSA [City] , **OKLAHOMA** [State] **74112** [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.

2. Payment of Property Charges. Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.

3. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and to Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be

LK ____________

EXHIBIT B

6008 1186

lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument, and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. **Inspection.** Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

7. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

LK

EXHIBIT B

6008 1187

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Due and Payable. Lender may require immediate payment in full of all sums secured by this Security Instrument if:

(i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or

(ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property).

(b) Due and Payable with Secretary Approval. Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval of the Secretary, if:

(i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or

(ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or

(iii) An obligation of the Borrower under this Security Instrument is not performed.

(c) Notice to Lender. Borrower shall notify Lender whenever any of the events listed in this Paragraph (a) (ii) or (b) occur.

(d) Notice to Secretary and Borrower. Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 9 (a) (ii) or (b). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:

(i) Correct the matter which resulted in the Security Instrument coming due and payable; or

(ii) Pay the balance in full; or

(iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or

(iv) Provide the Lender with a deed in lieu of foreclosure.

(e) Trusts. Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

(f) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within SIXTY DAYS from the date hereof, if permitted by applicable law Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to SIXTY DAYS from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

11. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding shall

EXHIBIT B

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be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

12. Lien Status.

(a) Modification. Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 13(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) Tax Deferral Programs. Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(c) Prior Liens. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

13. Relationship to Second Security Instrument.

(a) Second Security Instrument. In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and a Second Security Instrument on the Property.

(b) Relationship of First and Second Security Instruments. Payments made by the Secretary shall not be included in the debt under the Note unless:

(i) This Security Instrument is assigned to the Secretary; or

(ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

(c) Effect on Borrower. Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

(i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 to Lender or a receiver of the Property, until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note; or

(ii) Be obligated to pay interest or shared appreciation under the Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.

EXHIBIT B

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(d) No Duty of the Secretary. The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.

14. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

15. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.

17. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

18. Borrower's Copy. Borrower shall be given one conformed copy of the Note and this Security Instrument.

NON-UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

19. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

20. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all costs and expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale to Borrower in the manner required by applicable law. Lender shall also publish the notice of sale, and the Property shall be sold as prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the manner prescribed by applicable law.

LK ________

EXHIBIT B

6008 1190

21. Lien Priority. The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priorty of any liens for unpaid State or local governmental unit special assessments or taxes.

22. Adjustable Rate Feature. Under the Note, the initial stated interest rate of **6.4200** % which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board in Statistical Release H.15 (519) ("Index") plus a margin. If the Index is no longer available, Lender will use as a new Index any index prescribed by the Secretary. Lender will give Borrower notice of the new Index.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on the first day of **MARCH, 1998** , and on ☐ that day of each succeeding year ☒ the first day of each succeeding month ("Change Date") until the loan is repaid in full.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

☐ (Annually Adjusting Variable Rate Feature) The Calculated Interest Rate cannot be more than 2.0% higher or lower than the Existing Interest Rate, nor can it be more than 5.0% higher or lower than the Initial Interest Rate.

☒ (Monthly Adjusting Variable Rate Feature) The Calculated Interest Rate will never increase above **SIXTEEN AND 420/1000** percent (**16.42000** %).

The Calculated Interest Rate will be adjusted if necessary to comply with these rate limitation(s) and will be in effect until the next Change Date. At any Change Date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs unless applicable law provides otherwise.

24. Waiver of Appraisement. Appraisement of the Property is waived or not waived at Lender's option, which shall be exercised before or at the time judgment is entererd in any foreclosure.

25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. $ N/A

26. Obligatory Loan Advances. Lender's responsibility to make Loan Advances under the terms of the Loan Agreement, including Loan Advances of principal to Borrower, as well as Loan Advances for interest, MIP, Servicing Fees and other charges, is obligatory.

EXHIBIT B

6008 1191

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

☐ Condominium Rider ☐ Shared Appreciation Rider ☐ Planned Unit Development Rider
☐ Other (Specify)

NOTICE TO BORROWER

A power of sale has been granted in this Security Instrument. A power of sale may allow the Lender to take the Property and sell it without going to court in a foreclosure action upon default by Borrower under this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

_______________________ Lucile B. Knight (Seal)
LUCILE B. KNIGHT -Borrower

_______________________ _______________________ (Seal)
-Borrower

[Space Below This Line For Acknowledgment]

STATE OF OKLAHOMA , TULSA COUNTY SS:

Before me, , in and for said county and state, on this **29TH** day of **JANUARY** , **1998** , personally appeared **LUCILE B. KNIGHT** , A SINGLE PERSON

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that **SHE** executed the same as **HER** free and voluntary act and deed for the uses and purposes therein set forth.

KALEN A. FRYAR NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA ROGERS COUNTY

Kalen A. Fryar
KALEN A. FRYAR, NOTARY PUBLIC

My Commission Expires: 9/25/2000

EXHIBIT B

Tulsa County Clerk - EARLENE WILSON
Doc# 2004151014 Pgs 1
Receipt # 769265 12/20/04 11:20:36
Fee 13.00

[redacted]
000769265003

m

COUNTY CLERK TULSA COUNTY OKLAHOMA

FFSF#: [redacted]
INV#: 6000027599
UMC#: 976710050072

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned,
Unity Mortgage Corp.
a Georgia Corporation whose address is 7840 Roswell Road, Bldg 300 Suite 301, Atlanta, GA 30350, (assignor),
by these presents does convey, grant, sell, assign, transfer and set over the described Mortgage together with the certain note(s) described therein, without recourse, representation or warranty, together with all right, title and interest secured thereby, all liens, and any rights due or to become due thereon to
FINANCIAL FREEDOM SENIOR FUNDING CORPORATION,
a Delaware Corporation, whose address is
353 Sacramento Street, Suite 900, San Francisco, CA 94111,
its successors or assigns, (assignee).
Said Mortgage bearing the date 01/29/98, made by
LUCILE B. KNIGHT
to **UNITY MORTGAGE CORP.**
and which is recorded in Book 6008 page 1184 Doc# 98012123
or Reception Number 98012123 of the Records of TULSA
County, Oklahoma, to wit;
LOT EIGHT (8), BLOCK FIVE (5), SHERIDAN HEIGHTS ADDITION TO TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF
IN WITNESS WHEREOF,
The assignment and conveyance evidenced by this instrument was effective on or about November 1, 2000, notwithstanding the late execution and delivery hereof.

Unity Mortgage Corp.
has caused these presents to be signed by its
Vice President (seal)
this 6th day of October, 2004

By: [signature]
Garth E Beard
Vice President

STATE OF GEORGIA COUNTY OF GWINNETT
On this 6th day of October, 2004 , before me appeared Garth E Beard , to me personally known, who, being by me duly sworn, did say that he is the Vice President of Unity Mortgage Corp.
and that said instrument was signed on behalf of said corporation by authority of its board of directors and said Garth E Beard acknowledged said instrument to be the free act and deed of said corporation.

[signature: Marlana M. Marto]
Marlena M. Martin
Notary Public Commission expires 07/06/2007

MARLANA M. MARTIN MY COMMISSION EXPIRES JULY 6 2007 GWINNETT COUNTY, GEORGIA NOTARY PUBLIC

Document Prepared By:
V.Escalante/NTC,2100 Alt 19 N., Palm Harbor, FL 34683
When Recorded Return To:
Nationwide Title Clearing
2100 Alt 19 North
Palm Harbor, FL 34683

Rt

FFSUA JH 25JH

EXHIBIT C

Tulsa County Clerk - EARLENE WILSON
Doc # 2006048398 Pages 2
Receipt # 859591 05/01/06 12:50:22
Fee 15.00

000859591001

AND WHEN RECORDED MAIL TO:
Financial Freedom Senior Funding Corporation
353 Sacramento Street
Suite 900
San Francisco, CA 94111
Attention: Joyce Tan

PREPARED BY: Joyce Tan
Address: 353 Sacramento Street
San Francisco, CA 94111
Telephone Number: (415) 955-4820

COUNTY CLERK TULSA COUNTY OKLAHOMA

FHA Loan Number: [redacted]

Space above this line for recorder's use

CORPORATION ASSIGNMENT OF MORTGAGE

For value received, FINANCIAL FREEDOM SENIOR FUNDING CORPORATION, A DELAWARE CORPORATION (herein "Assignor") whose address is 353 SACRAMENTO STREET, SAN FRANCISCO, CA 94111, does hereby grant, sell, assign, transfer and convey, unto the SECRETARY OF HOUSING AND URBAN DEVELOPMENT WASHINGTON D.C. (herein, "Assignee"), a certain MORTGAGE dated JANUARY 28, 1998, and executed by LUCILE B. KNIGHT, SINGLE , to and in favor of UNITY MORTGAGE CORP., and recorded on FEBRUARY 06, 1998, in BOOK NUMBER:6008; PAGE:1184 as DOCUMENT NUMBER:98012123; in TULSA County, State of OKLAHOMA.

Property Address: 6310 EAST 4TH TERRACE, TULSA, OKLAHOMA 74112

WITHOUT RECOURSE OR WARRANTY, except that the undersigned hereby warrants that: (a) no act or omission of the undersigned has impaired the validity and priority of the said security instruments; (b) the security instrument is a good and valid first lien and is prior to all mechanics' and materialmen's liens filed of record regardless of when such liens attach, and prior to all liens, encumbrances, or defects which may arise except such liens or other matters as have been approved by the assignee hereunder; (c) the sum of $49,500.00 together with the interest from the 29th day of January, 1998, at the rate of 6.42%, computed as provided in the credit instrument, is actually due and owing under the said credit instrument and (d) the undersigned has a good right to assign the said security and credit instruments."

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of MORTGAGE on January 19, 2006

FINANCIAL FREEDOM SENIOR FUNDING CORPORATION.

By: ANGELA WOO
Title: VICE PRESIDENT

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO
On January 19, 2006, before me, Bella Nazzal, a notary public in and for SAN FRANCISCO County, in the State of CALIFORNIA, personally appeared ANGELA WOO, VICE PRESIDENT of FINANCIAL FREEDOM SENIOR FUNDING CORPORATION, C/O 353 SACRAMENTO STREET, SUITE 900, SAN FRANCISCO, CA 94111, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted executed the instrument.
WITNESS my hand and official seal

Signature

BELLA NAZZAL
COMM. # 1553630
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
COMM. EXP. FEB. 18, 2009

2

EXHIBIT D

LEGAL DESCRIPTION:

LOT EIGHT (8), BLOCK FIVE (5), SHERIDAN HEIGHTS ADDITION TO TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF

EXHIBIT D

STATE OF OKLAHOMA
CERTIFICATE OF DEATH

LOCAL FILE NUMBER

STATE FILE NUMBER 003825

1. DECEDENT'S LEGAL NAME (First, Middle, Last, Suffix): LUCILE BORDERS KNIGHT
2. SEX: F
3. SOCIAL SECURITY NUMBER: [redacted]
4. EVER IN US ARMED FORCES? ☐ Yes ☒ No

5a. AGE- Last birthday (years): 89
5b. UNDER 1 YEAR: Months / Days
5c. UNDER 1 DAY: Hours / Minutes
6. DATE OF BIRTH (Mo/Day/Yr): [redacted]1917
7. BIRTHPLACE (City and State or Foreign Country): TULSA, OK

8a. RESIDENCE-State: OK
8b. RESIDENCE-County: TULSA
8c. RESIDENCE-City or Town: TULSA
8d. RESIDENCE-Zip Code: 74112 -
8e. RESIDENCE-Inside City Limits? ☒ Yes ☐ No
8f. RESIDENCE-Street and Number: 6310 E. 4TH TERRACE
8g. RESIDENCE-Apartment Number: n/a

9. MARITAL STATUS AT TIME OF DEATH: ☐ Married ☐ Never Married ☒ Widowed ☐ Divorced ☐ Married, but separated ☐ Unknown
10. SURVIVING SPOUSE'S NAME (If wife, give name prior to first marriage): NONE

11. FATHER'S NAME (First, Middle, Last): JACK HENRY BORDERS
12. MOTHER'S NAME PRIOR TO FIRST MARRIAGE (First, Middle, Last): CLARA GALE TATE

13. DECEDENT OF HISPANIC ORIGIN? (Check the box that best describes whether the decedent is Spanish/Hispanic/Latino. Check the 'No' box if the decedent is not Spanish/Hispanic/Latino)
☒ No, not Spanish/Hispanic/Latino
☐ Yes, Mexican, Mexican American, Chicano
☐ Yes, Puerto Rican
☐ Yes, Cuban
☐ Yes, other Spanish/Hispanic/Latino (specify) ______

14. DECEDENT'S RACE (Check one or more races to indicate what the decedent considered himself or herself to be)
☒ White
☐ Black or African American
☐ American Indian or Alaska Native ______ *(Name of the enrolled or principal tribe)*
☐ Asian Indian
☐ Chinese
☐ Filipino
☐ Japanese
☐ Korean
☐ Vietnamese
☐ Other Asian (Specify) ______
☐ Pacific Islander (Specify) ______
☐ Other (Specify) ______

15. DECEDENT'S EDUCATION (Check the box that best describes the highest degree or level of school completed at the time of death.
☐ 8th grade or less
☐ 9th – 12th grade, no diploma
☒ High school graduate or GED completed
☐ Some college credit but no degree
☐ Associate degree (e.g. AA, AS)
☐ Bachelor's degree (e.g. BA, AB, BS)
☐ Master's degree (e.g. MEd, MA, MS, MEng, MSW, MBA)
☐ Doctorate (e.g. PhD, EdD) or Professional degree (e.g. MD, JD)

16. DECEDENT'S USUAL OCCUPATION (Indicate type of work done during most of working life. DO NOT USE RETIRED.): ACCOUNTS RECEIVABLE CLERK
17. KIND OF BUSINESS / INDUSTRY: BEVERAGE

18a. INFORMANT'S NAME: KIRK KNIGHT
18b. RELATIONSHIP TO DECEDENT: SON
18c. MAILING ADDRESS (Street and Number, City, State, Zip Code): 6310 E. 4TH TERRACE TULSA, OK 74112

19. METHOD OF DISPOSITION: ☒ Burial ☐ Cremation ☐ Donation ☐ Entombment ☐ Removal from state ☐ Other (specify)
20. PLACE OF DISPOSITION (Name of cemetery, crematory, other place): MEMORIAL PARK CEMETERY
21. LOCATION – City, Town and State: TULSA, OK

22. NAME AND COMPLETE ADDRESS OF FUNERAL FACILITY: MOORE'S EASTLAWN CHAPEL, 1908 S. MEMORIAL, TULSA, OK 74112
23. SIGNATURE OF FUNERAL HOME DIRECTOR OR FAMILY MEMBER ACTING AS SUCH: [signature]
24. FH ESTABLISHMENT LICENSE # 1291

25. PLACE OF DEATH (Check only one: see instructions)
IF DEATH OCCURRED IN A HOSPITAL: ☐ Inpatient ☐ Emergency Room/Outpatient ☐ Dead on Arrival
IF DEATH OCCURRED OTHER THAN IN A HOSPITAL: ☐ Hospice Facility ☒ Nursing home/Long term care facility ☐ Decedent's home ☐ Other (specify):

26. FACILITY NAME (If not institution, give street & number): MEADOWBROOK SPECIALTY HOSPITAL
27. CITY OR TOWN, STATE AND ZIP CODE OF LOCATION OF DEATH: TULSA, OK 74145
28. COUNTY OF DEATH: TULSA

29. DATE OF DEATH (Mo/Day/Yr): 2/7/2007
30. TIME OF DEATH: 0608
31. WAS MEDICAL EXAMINER CONTACTED? ☐ Yes ☒ No
32. WAS AN AUTOPSY PERFORMED? ☐ Yes ☒ No
33. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? ☐ Yes ☐ No

CAUSE OF DEATH (See instructions and examples)

34. PART I. Enter the chain of events - diseases, injuries or complications - that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Enter only one cause on a line. Add additional lines if necessary.

Approximate interval: Onset to death

IMMEDIATE CAUSE (Final disease or condition resulting in death) → a. Cardiac Arrhythmia
Due to (or as a consequence of):
Sequentially list conditions, if any, leading to the cause listed on line a. b. Respiratory Failure
Due to (or as a consequence of):
Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST. c.
Due to (or as a consequence of):
d.

35. PART II. Enter other significant conditions contributing to death but not resulting in the underlying cause given in PART I.

36. MANNER OF DEATH: ☒ Natural ☐ Homicide ☐ Accident ☐ Suicide ☐ Pending Investigation ☐ Could not be determined
37. IF FEMALE: ☒ Not pregnant within past year ☐ Pregnant at time of death ☐ Not pregnant, but pregnant within 42 days of death ☐ Not pregnant, but pregnant 43 days to 1 year before death ☐ Unknown if pregnant within the past year
38. DID TOBACCO USE CONTRIBUTE TO DEATH? ☐ Yes ☐ No ☐ Probably ☒ Unknown

39. DATE OF INJURY (Mo/Day/Yr)
40. TIME OF INJURY
41. PLACE OF INJURY (e.g., Decedent's home; construction site; wooded area)
42. DESCRIBE HOW INJURY OCCURRED:
43. INJURY AT WORK? ☐ Yes ☐ No

44. LOCATION OF INJURY: State: City or Town: Zip Code: Street & Number: Apartment Number:
45. IF TRANSPORTATION INJURY, SPECIFY: ☐ Driver/Operator ☐ Passenger ☐ Pedestrian ☐ Other (specify)

46. CERTIFIER (Check only one):
ATTENDING PHYSICIAN: ☒ Physician in charge of the patient's care ☐ Physician in attendance at time of death only
To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner as stated.
☐ MEDICAL EXAMINER On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date and place, and due to the cause(s) and manner stated.
Signature of Certifier: [signature]

47. NAME, ADDRESS AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH (Item 34): [handwritten] Banning DO, 7th WC, Tulsa, OK 74127
48. LICENSE NUMBER: 3104
49. DATE DEATH CERTIFIED (Mo/Day/Yr): 2/15/07

50. REGISTRAR'S SIGNATURE (Local): [signature]
51. DATE RECEIVED BY LOCAL REGISTRAR (Mo/Day/Yr/Yr): FEB 20 2007
52. DATE RECEIVED BY STATE REGISTRAR (Mo/Day/Yr): FEB 23 2007

2004 REVISION

VS 154 (1-04)

December 8, 2008

EXHIBIT E